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17 **UNITED STATES BANKRUPTCY COURT**

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19 **DISTRICT OF NEVADA**

20 In re

21 CASH CLOUD, INC.,
22 dba COIN CLOUD,
23
24 Debtor.

25 Case No. BK-23-10423-mkn

26 Chapter 11

27
28 **DECLARATION OF DANIEL AYALA
IN SUPPORT OF DEBTOR'S OBJECTION
TO DEBTOR'S OBJECTION TO
"APPLICATION FOR ALLOWANCE AND
PAYMENT OF ADMINISTRATIVE
EXPENSE CLAIM OF BRINK'S
INCORPORATED" [ECF NO. 977]**

29
30 Hearing Date: August 17, 2023
31 Hearing Time: 10:30 a.m.

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33 I, Daniel Ayala, declare as follows:

34 1. I am the Independent Director of Cash Cloud, Inc. dba Coin Cloud ("Debtor"), debtor
35 and debtor in possession in the above-captioned case (the "Chapter 11 Case").

36 2. Except as otherwise indicated herein, this Declaration is based upon my personal
37 knowledge. I am over the age of 18 and am mentally competent. If called upon to testify, I would
38 testify competently to the facts set forth in this Declaration.

3. I make this Declaration in support of Debtor's *Objection* (the "Objection") to the *Application for Allowance and Payment of Administrative Expense Claim of Brink's Incorporated [ECF No. 977]* (the "Claim Request") filed by Brink's Incorporated ("Brink's").¹

4. Although Debtor and Brink's engaged in pre-petition discussions concerning Debtor's possible payment of prepetition amounts owing to Brink's as a critical vendor after the bankruptcy filing, the pre-petition written proposals were explicitly marked "Highly Preliminary Draft & Subject to Material Change." The parties never reached any formal agreement, nor was any such agreement incorporated in the Critical Vendor Motion.

5. Pursuant to the Interim Order, Debtor paid Brink's \$629,847.00 on March 7, 2023 for unpaid pre-petition services.

6. Since the Petition Date, Debtor has paid Brinks an aggregate of \$894,322.65 for post-petition services rendered. Debtor agrees that it owes Brink's \$174,792.64 for unpaid post-petition services.

7. Any pre-petition discussions regarding payment of unpaid pre-petition amounts owing were “Highly Preliminary” and “Subject to Material Change.” Debtor (as debtor in possession) never entered into any formal agreement with Brink’s.

I declare, under penalty of perjury of the laws of the United States of America, that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Executed this 1st day of August 2023.

/s/Daniel Ayala
Daniel Ayala

¹ Capitalized terms not defined herein shall have the meanings assigned to them in the Objection.